IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.137 OF 2004
IN
SUMMARY SUIT NO.1026 OF 2002

Ms.Lina R. Shah ..Plaintiff.

Vs.

M/s.Sai Overseas & Ors...Defendants.

Mr.Yogesh P. Yagnik, Advocate for the Plaintiff.

None for the Defendants.

CORAM: S.J.VAZIFDAR, J.
DATED: 20TH JANUARY, 2005

P.C. :

The suit is filed on a promissory note dated 18.1.1999 in the sum of Rs.2,00,000/- specifying the rate of interest at 24% per annum. The Defendants have jointly executed the promissory note. The cheque issued by the Defendants towards repayment of the said sum has been dishonoured. The Defendants have acknowledged their liability as evidenced by Exhibit "C". Defendant No.2 is the sole proprietor of Defendant No.1.

2. There is no affidavit in reply. The Defendants have remained absent. There is ;no defence to the suit.

3. Summons for Judgment is therefore made absolute with costs. However, interest after the date of filing of the suit shall be at 12% per annum.

Refund of Court fees as per rules.

For the purpose of refund, all parties including the Prothonotary and Senior Master to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer.